

1       2015 when it settled; and I took on another  
2 Medicare fraud case against [REDACTED]  
3 during that time period.

4                   So I was doing more fraud work in those  
5 years, and then shifted back to areas of  
6 defamation toward the last part of 19 -- 2015,  
7 '16 on I then began to do more back in the area  
8 of First Amendment defamation.

9                  Q     Most of that work that you have just  
10 described, the whistle blower work and the  
11 defamation work from 2015 on, was on behalf of  
12 the Plaintiff, is that correct?

13                A     Yes.

14                Q     And it was all a contingency based fee  
15 to you for the most part?

16                A     On the Medicare fraud cases?

17                Q     Yes, and the defamation cases?

18                A     Defamation cases were generally  
19 contingency fee, although I did work for [REDACTED]  
20 [REDACTED] and that was done in areas of defamation,  
21 but it was hourly.

22                   The whistleblower cases were  
23 contingency with a recovery of attorneys' fees  
24 to the prevailing party.

25                Q     And at different times you brought on



1 various lawyers to work with you and the three  
2 lawyers who are Plaintiffs in this case, Nicole  
3 Wade, Johnathan Grunberg, and Taylor Wilson,  
4 joined you and were on-board by 2016, is that  
5 correct?

6 A By 2016 I believe that is correct. I  
7 can't remember the exact time when Taylor came;  
8 but yes, they came in in an office sharing  
9 arrangement first as my Associates. Johnathan  
10 was an Associate. Taylor was an Associate.

11 And you know this, I am sure, that  
12 there is a certain I will say stigma to be  
13 referred to as an Associate versus being  
14 referred to as a partner, especially when you  
15 are trying to get business; and I wanted them to  
16 get business.

17 So we had an office sharing  
18 arrangement, and then I would engage with them  
19 after Johnathan and Taylor were no longer  
20 Associates. I would then engage with them to  
21 help me in cases on a case-by-case basis with an  
22 agreement of how we would do the fee.

23 Some of that was contingency and I know  
24 some of it was hourly divisions, particularly  
25 with the █████ cases.



1 Q Let us unpack what you just said.

2 If they were no longer Associate's did  
3 you refer to them in the Bar and the courts and  
4 the clients as your partner?

5 A I did and they were my partners. They  
6 were partners in a business relationship.

7 Q And did they sign Pleadings as partners  
8 of L. Lin Wood, P.C.?

9 A I don't know if they had the word  
10 partners, but they certainly signed Pleadings as  
11 under the name L. Lin Wood, P.C.

12 Q All right, thank you.

13 And when you would pay them a fee, a  
14 portion of the fee recovered, did you pay that  
15 to them individually or to one of their PC's or  
16 LLC's?

17 A I did not pay them individually. So  
18 the arrangement was Nicole had -- when she was  
19 leaving Bryan Cave and I offered her a place to  
20 work, instead of her going out and starting up  
21 her own physical law firm, I thought it would be  
22 helpful to her and helpful to me, because Nicole  
23 is a very smart lawyer; and I envisioned that I  
24 would be able to engage her to help me in  
25 matters, and so all of the fees that were paid



1 expenses, here are the attorneys' fees, it  
2 wouldn't necessarily discuss these percentages?  
3 It would discuss the percentage that L. Lin  
4 Wood, P.C. was taking of the total fee, is that  
5 correct?

6           A     I would have to go back and look at the  
7 settlement statements, but usually they were  
8 broken down; and it showed who was receiving  
9 what.

10 Q Really?

11           A     I am pretty sure I am right about that.  
12       If I had L. Lin Wood, P.C. with the percentage,  
13       there might be a breakdown as to who received  
14       what.

15 (Whereupon, Plaintiff's Exhibit  
16 Number 5 was marked for  
17 identification.)

18 BY MR. BEAL:

19 Q Let me hand you what has been marked as  
20 Exhibit 5, does this look like the Settlement  
21 Statement or what I call fee disbursement  
22 schedule in the [REDACTED] case?

23           A     Yes. This was dated February the 25th  
24       of 2020, which would have been -- well, they  
25       left -- the fee -- they left the arrangement

1 with L. Lin Wood, P.C. effective on  
2 February 14th of 2020. So they ended that  
3 arrangement on their own decision; and the  
4 [REDACTED] case was a case where there had been --  
5 it was one of those cases where I am not sure if  
6 we had an agreement going in. I think it was  
7 part of the efforts to resolve the case at the  
8 time.

9 At the time this was done I am not sure  
10 that there had been an agreement reached on the  
11 [REDACTED] fees division, but I could be wrong  
12 about that.

13 Q And this Settlement Statement reflects  
14 a breakout for the fees earned by L. Lin Wood,  
15 P.C., and the fees earned by Wargo and French,  
16 LLP and SG Evans Law?

17 A Yes. I had associated Stacey Evans,  
18 who formerly had been a partner with me at Wood  
19 Hernacki and Evans, the firm I established when  
20 I left Bryan Cave; and that firm was made up of  
21 their three PC's. It was basically the same  
22 thing. It was an office sharing arrangement  
23 where we would divide up cases by agreement,  
24 where they would help me.

25 This refreshes my recollection a little



1 Q No, I mean the Settlement Statement?

2 A I would have to see it. I think it  
3 showed how the breakdown of money. In other  
4 words, my recollection is that it listed how  
5 much each of them got.

6 Q Okay.

7 (Whereupon, Plaintiff's Exhibit  
8 Number 6 was marked for  
9 identification.)

10 BY MR. BEAL:

11 Q Let me hand you what has been marked  
12 Exhibit 6.

13 And we are going to be talking about  
14 the first long Email from Taylor Wilson to you  
15 dated February 17, 2020.

16 A Okay, we are going to be talking about  
17 the first part of it? Not February 18th?

18 Q Correct. I don't know. We just left  
19 it on there for context, because it was part of  
20 the chain.

21 Do you remember entering into an  
22 agreement with the Plaintiffs here regarding the  
23 fee splits that are reflected here on Taylor's  
24 Email to you of February 17, 2020?

25 A I do remember speaking with them on the



1 phone, and we reached an agreement as to how the  
2 fee -- the fees themselves would be divided. We  
3 did not reach at that time an agreement on the  
4 overall issues that were between us.

5 Q Okay.

6 A In fact, I remember it well because I  
7 had to ask --

8 MR. BEAL: Hold on for one second.

9 (Whereupon, an off-the-record  
10 discussion was held.)

11 BY MR. BEAL:

12 Q I am handing you back Exhibit 5. We  
13 needed to black out a total in the recovery in  
14 [REDACTED].

15 A It might be a good idea to block off  
16 [REDACTED] and CNN on the second page, because that  
17 agreement may have been confidential at CNN's  
18 request.

19 Q We can do that at the end of the  
20 deposition.

21 So this agreement by -- this Email by  
22 Taylor sets forth in writing the agreement you  
23 had reached certainly by February 17th on  
24 regarding fee splits in a variety of cases, is  
25 that correct?



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1       A     I think it reflects how we agreed to  
2     divide the fee, not the final agreement on how  
3     we were going to sever the relationship, because  
4     there were other issues.

5       Q     Right.

6       A     But it does, because I remember the  
7     phone call was on the 17th three days after they  
8     had left the office sharing agreement with  
9     myself and my PC; and I remember having a  
10    conversation. I was trying to be -- I was  
11    trying to calm the waters at that time.

12      Q     I understand.

13      A     We were going through a very difficult  
14    time period dealing with Johnathan and Taylor --  
15    not so much Nicole -- starting in October of  
16    2019, and there were a lot of things that were  
17    done that created problems --

18      Q     But this Email --

19      A     Let me finish, and I was trying to calm  
20    the waters. And I remember that I said what do  
21    you all think is fair? And they said  
22    35 percent. I said I will give you 50, is that  
23    fair? Yeah, yeah, we will take 50.

24           And that that was a discussion that  
25    occurred on February 17th and Taylor sent an



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1 Email confirming it.

2 Q Thank you.

3 And so if you turn over to the second  
4 page of Exhibit 6 (b) is [REDACTED] versus CNN, the  
5 proposed -- you proposed to split the fee  
6 40 percent to L. Lin Wood, P.C. and 60 percent  
7 to us.

8 Did I read that correctly?

9 A Yes, that is what it says.

10 Q And the date of this is February 17th,  
11 is that correct?

12 A Yes.

13 Q And then if we refer back to Exhibit 5,  
14 the date of that fee disbursement is about a  
15 week after? It is February 25th, is that  
16 correct?

17 A It is because, and I tell you, I think  
18 I am right I think, after I had had the  
19 conversation with Johnathan Taylor and Nicole on  
20 the 17th, things occurred that placed doubt in  
21 my mind as to whether I was going to actually do  
22 what I had said on the 17th in terms of the fee  
23 division.

24 Q Whether you were going to honor that  
25 promise?



1           A     Well, it wasn't a done deal; and issues  
2     arose about the lease, and I was not happy with  
3     them.

4           And so at the time that I did the  
5     ████████ Settlement Statement in my mind it was  
6     unclear what was going to happen with █████ .

7           Q     And so you didn't list them on  
8     Exhibit 5 on the █████ Settlement Statement  
9     because you planned to keep all the fees  
10    yourself?

11          A     That is not true.

12                MR. HARRISON: Object to the form.

13    BY MR. BEAL:

14          Q     Well, you said --

15                THE WITNESS: Hold on, that is not  
16     true at all.

17    BY MR. BEAL:

18          Q     Okay.

19          A     In fact, I got to remember the date;  
20     but somewhere after -- or shortly after or  
21     before maybe, February 20th, I engaged Alston &  
22     Byrd to represent me.

23          Q     Did you in fact share any of the  
24     ████████ fees with the Plaintiffs in this case?

25          A     It would have been done pursuant to the

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1 Q Okay. In Exhibit 7 you wrote this on  
2 February 22, 2020, is that correct?

3 A 2:40 a.m., yes. It looks like I wrote  
4 it that morning.

5 Q So that is five days after you entered  
6 into the February 17th agreement with Taylor  
7 about fee splits, is that correct?

8 A It was after I had -- we had come to --  
9 extorted agreement -- you didn't hear what I  
10 said, so let me make sure you understand.

11 Q You are under cross-examination, so I  
12 need a --

13 A I am going to answer it. If I am not  
14 allowed to --

15 Q Yes or no and then you can explain  
16 whatever you would like to. This Email was  
17 written five days?

18 A That is clearly yes, you can do the  
19 math.

20 Q Okay, good.

21 A The answer is yes, but go back and  
22 understand I was extorted when I gave them that  
23 agreement on the 17th.

24 And I was kind of playing with them.  
25 When I said well, tell me what you think is



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1      fair. 35 percent, the same thing we got with  
2      Ramsey. I said I will tell you what, I will  
3      give you 50 percent, do you think that is fair?

4            I was not actually of the mind to give  
5      them a dime at that time. I was playing with  
6      them a little bit to see what they would do.  
7      And they went oh, yeah, yeah, we will take the  
8      50 because they are greedy.

9            And then when I got back and dealt with  
10     Joey Burby and Chris Marquardt, I said just go  
11     ahead and let us divide it the way I said on  
12     February 17th, because I did say it even though  
13     it was not done with the mind set that they  
14     deserved it and I wanted to give it to them, I  
15     would live up to my word and give them  
16     50 percent; and that is what got into the final  
17     agreement.

18        Q        Okay. And so when you entered into the  
19     agreement with Taylor on February 17th you were,  
20     to use your words, sort of playing with them.  
21     You didn't plan on giving those percentages.  
22     You were thinking more in line of what you said  
23     here five days later to Todd McMurtry on  
24     February 22nd, Exhibit 7?

25        A        No.



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1 the lease bar all four lawyers.

2 So of these pair of sentences here what  
3 you were getting to when you barred them from  
4 the lease, you barred them from the space, you  
5 hadn't read the lease?

6 A I think "bar" is a typo. It should  
7 have been "buy".

8 When I got the building to pull their  
9 access cards and change the locks on the door,  
10 as I thought here I thought that it was in my  
11 name, under my control. I did not go back and  
12 look at the lease. Then I did. And I saw where  
13 they were signers on the lease and responsible  
14 themselves under the lease. I called the  
15 building. I said let them back in.

16 I didn't have the right to bar them or  
17 take their keys, nor did the building; and they  
18 were in trouble because they should have known  
19 what their lease said. I tried to get them back  
20 in right away.

21 Q Let us look at the next paragraph: I  
22 need for you and [REDACTED] and [REDACTED] to state in  
23 writing that [REDACTED] and [REDACTED] do not and shall not  
24 agree that any fees due to my PC be divided with  
25 any other lawyers except on a quantum meryl --



1 did not do it. They did. That is why I had  
2 them engaged. If I wanted to do that, I  
3 wouldn't have needed them.

4 Q And was a large volume of work in CNN  
5 versus [REDACTED] --

6 A CNN and [REDACTED] settled quickly. So  
7 on the scale of things they could have been --  
8 that litigation could have gone on for five  
9 years. So whether it is a large volume or not  
10 is not really capable of saying it. It is what  
11 it is. They did what they did.

12 Q The --

13 A And I was going to pay them for it.

14 (Whereupon, Plaintiff's Exhibit  
15 Number 12 was marked for  
16 identification.)

17 BY MR. BEAL:

18 Q And is Exhibit 12 the March 17th  
19 Settlement Agreement that you have referenced  
20 earlier?

21 A Yes.

22 Q And does it refer to the same cases as  
23 in the February 17th agreement, [REDACTED],  
24 [REDACTED], [REDACTED], [REDACTED] and then add  
25 in [REDACTED]?



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1       the door.

2            MR. BEAL: Okay. You can any time  
3       you want to.

4            MR. HARRISON: Yeah.

5           (Whereupon, Plaintiff's Exhibit  
6       Number 13 was marked for  
7       identification.)

8 BY MR. BEAL:

9           Q I hand you what has been marked as  
10      Exhibit 13. Does this appear to be the  
11      July 24th letter from Alston & Byrd to me  
12      refusing to make payment under the March 17th  
13      Settlement Agreement that we marked Exhibit 12?

14          A I believe it is, yes.

15          Q Okay.

16          A I am sure I got a copy at the time.  
17      That was the letter he wrote on his own to you.

18          Q And in this letter Chris Marquardt is  
19      stating that only quantum meruit will be paid  
20      exactly as you had asked Todd McMurtry to assist  
21      in reaching that agreement in Exhibits 7, 8 and  
22      9, is that correct?

23            MR. HARRISON: Object to the form.

24            THE WITNESS: No.

25            MR. HARRISON: But you can answer.



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1           Q     Can you identify every act that you  
2 contend constituted extortion or attempts at  
3 extortion?

4           A     Honestly, I can take the time to  
5 catalog every act, but the acts are pretty  
6 simple.

7           Q     What are they?

8           A     Number one, remember the back drop. I  
9 believe there was a pattern of extortion with  
10 respect to the March 17th agreement. So they  
11 had a pattern of extorting and making claims  
12 that threatened me unrelated to the litigation  
13 with my children, [REDACTED], the  
14 [REDACTED]; and my efforts for [REDACTED] were very  
15 important to me.

16                 So I felt extorted into that agreement.  
17 Candidly I wished I had never made it; but I did  
18 what I did. I was going to live up to it.

19                 Then in September out of the blue,  
20 nobody sued me when I said extortion in the  
21 press release. When they put in their own  
22 Complaint in September and they said that I  
23 told -- it is [REDACTED] that they were  
24 extorting me, they put that in their Complaint.

25                 Then they put in their Complaint that I



1 explanation of how anybody says it is not.

2 MR. BEAL: Can you look through  
3 there and find me Exhibit 12?

4 MR. HARRISON: Uh-huh.

5 MR. BEAL: Thanks.

6 BY MR. BEAL:

7 Q So going back to your statements, the  
8 first act of extortion you believe was a pattern  
9 of extortion surrounding the March 17th  
10 Settlement Agreement which is marked as  
11 Exhibit 12?

12 A I wouldn't call that the first act of  
13 extortion. What I called it is what I called  
14 it.

15 I thought that what they did leading up  
16 to the March 17th agreement established a  
17 pattern of extortion, because they were trying  
18 to get money that they had not earned. They  
19 were trying to coerce me into giving them more  
20 than they deserved under the threat of a  
21 continued attack in my relationship with my  
22 children, my efforts ongoing for [REDACTED]  
23 [REDACTED], and to jeopardize my efforts to try to  
24 ask the President to give [REDACTED] the  
25 presidential Medal of Freedom.



1                   And just generally the idea of saying  
2       these false things about my mental health, which  
3       they documented were false in the March 17th  
4       agreement, I thought that showed extortion; but  
5       I paid it, I paid it. I agreed to it. I wish I  
6       hadn't. I should have stood on my principles  
7       instead of my preference, I wanted peace. I  
8       should have stood on my principles.

9                   And then all of a sudden I am hit with  
10      your lawsuit to pay within a day 1.5 million or  
11      we are going to file this thing and smear --

12               Q      I want to talk about March. Let's  
13       not --

14               A      Okay, well, I have covered March.

15               Q      Would it be fair to say that a  
16       culmination of this pattern of extortion you  
17       have identified, it culminated in the March 17th  
18       Settlement Agreement?

19               MR. HARRISON: Object to the form.

20               You can answer.

21               THE WITNESS: What I said was that  
22       when I looked at what you did in  
23       September of 2020, I recognized then as  
24       I had recognized earlier that they had  
25       extorted me into the March 17th



1 met. He can get all the facts wrong and still  
2 come up with the perfect resolution. That Email  
3 is now missing out of my system.

4                 But nevertheless put yourself in my  
5 position, I know it is hard for you to do, but  
6 try I am trying my best to get [REDACTED] a  
7 recognition that [REDACTED] deserved. I am  
8 trying my best to represent the [REDACTED] family.  
9 I want to do the [REDACTED] cases and then retire;  
10 and I am always trying to do my best to maintain  
11 a good, healthy relationship with my children;  
12 and these people are threatening all of that.  
13 If I don't give them money that they really  
14 under the law did not deserve, but I ended up  
15 making the agreement in March 17th; and then I  
16 lived up to it. Did you see how many cases I  
17 sent them? You still haven't told me how much  
18 money they made on it.

19                 Q     Can I ask you if there was a  
20 specific -- if you can point to any act or  
21 threat by any of the Plaintiffs with regard to  
22 [REDACTED] or [REDACTED] claims  
23 or cases?

24                 A     I don't know how many Email's there  
25 were at the time. I haven't gone back and



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1           Q     So you have referenced in prior  
2     testimony computer hacking.

3                 Do you believe that the Plaintiffs have  
4     hacked into your computers or your Email's?

5           A     I believed at the time that I learned  
6     that my computer was hacked, and it was hacked.  
7     The whole file system was out of whack. I had  
8     it investigated. It was hacked.

9                 I also believed that my phone system  
10    had been hacked. I think that was done through  
11    my Wi-Fi system in my house, so I documented the  
12    hacking.

13                 I felt like that there might have been  
14    an effort by Johnathan Taylor and/or Nicole,  
15    because she is close with Rick Miller to go in  
16    and perhaps remove certain documents that were  
17    related to Rick Miller.

18                 When I first went in I couldn't find  
19    the documents to confirm the hack. I filed a  
20    complaint with the FBI.

21                 Then we went back and I found the  
22    documents that I thought might have been hacked  
23    out, and I wrote them and apologized.

24                 But the problem is I still think now  
25    that I was wrong about what was being looked



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1 Miller documents, I wrote them and said I am  
2 sorry. I jumped the gun.

3 But then I found out about confirmatory  
4 evidence on Dr. Phil; and I am convinced beyond  
5 any doubt in my mind that these lawyers to some  
6 extent were involved in the [REDACTED] case to  
7 sabotage and rig the jury.

8 Q Okay, I want to ask that before we take  
9 a break.

10 A Sure.

11 Q So summing up on hacking, do you  
12 believe the Plaintiffs were involved or not  
13 involved as you sit here today?

14 A My belief is just what I said. They  
15 had motivation to be involved. The whole  
16 Dr. Phil thing stinks.

17 Q Do you believe that Dr. Phil was  
18 involved in computer hacking?

19 A I don't think Dr. Phil --- I don't know  
20 if he knows how to hack a computer. But I think  
21 I know enough about Dr. Phil and what happened  
22 with Tara Trask and Chris Chatham, that I have  
23 serious concerns. I know the jury was rigged  
24 and I started to investigate it --

25 Q Now --



1           A     And my son Matt went ballistic, because  
2     he didn't want to give me any information.

3           MR. HARRISON: Okay.

4 BY MR. BEAL:

5           Q     So we have transitioned from hacking to  
6     jury tampering?

7           A     No.

8           Q     Or is this part of hacking?

9           A     I will tell you.

10          Q     All right.

11          A     You are asking me if I know who hacked  
12     me, I do not; but I have certain suspicions.

13          Q     All right. So --

14          A     When I said that about jury rigging, I  
15     don't know who did what, when and where; but I  
16     have certain suspicions based on facts that I am  
17     aware of.

18 BY MR. BEAL:

19          Q     All right. So and the jury tampering  
20     issue, do you believe the Plaintiffs were  
21     involved somehow in tampering with the jury or  
22     hurting your efforts in the representation of  
23     ████████ versus ██████████?

24          A     You asked me two questions, let me  
25     answer it this way. There was a noticeable

1 change in Johnathan Grunberg and Taylor Wilson's  
2 treatment of me starting with the incident in  
3 October, and by November if I hadn't had them to  
4 help me, I would have thrown them out of my  
5 office on the 21st floor. I had never seen  
6 lawyers more rude, more abrasive, more  
7 condescending, telling me I didn't know what I  
8 was doing. They like changed day and night.

9 Q Okay.

10 A And so do I have concerns that that  
11 relates to perhaps them having gotten  
12 compromised to participate in sabotaging some  
13 part of the [REDACTED] case? I believe it does,  
14 but I haven't taken any action yet.

15 Q Do you believe that the Plaintiffs were  
16 involved in somehow sabotaging or working  
17 against your efforts in the [REDACTED] versus [REDACTED]  
18 [REDACTED] case?

19 A I know they were. I know they were  
20 because they were trying to direct me to take an  
21 issue in the case that was minuscule compared to  
22 the main allegation of pedophilia that I now  
23 know that issue was interjected by the  
24 Mockingbird Media, so that we would spend time  
25 on that and not time on what the main case was



1 about; and they were adamant that I needed to go  
2 there, and it very much affected my ability to  
3 prepare the case in an orderly fashion in the  
4 manner that I thought it should be done, being  
5 the most experienced, being the lawyer in  
6 charge. And I have never let such opposition  
7 and mistreatment from every one of them, not as  
8 much Nicole. In fact, I told Nicole one day  
9 when Johnathan and Taylor were in my office and  
10 I looked at them and said I ought to sue every  
11 damn one of you about what you said about mental  
12 health.

13                   And Nicole said I never said it, and I  
14 said you are too smart to say it. And she sent  
15 me a note later when she found out about my  
16 children. And she knew how much that would hurt  
17 me. And she said I love you no matter what  
18 happens to our law firm. I will always be there  
19 for you, and I appreciate that and I believe she  
20 meant it.

21                 Q     So you believe the Plaintiffs were  
22 deliberately taking steps to sabotage or hurt  
23 your client in the [REDACTED] litigation?

24                 A     I said what I said. I don't know it,  
25 but I saw it --



1 Q But you believe it?

2 A Do you want me to answer or are you  
3 going to answer it for me?

4 Q No, I am just trying to --

5 A Why don't you let me answer it.

6 Q All right.

7 A Because you don't know what you are  
8 talking about. Only I can answer that question  
9 with all due respect.

10 Q Okay. Go ahead.

11 A I have serious concerns based on the  
12 totality of the circumstances that occurred and  
13 the timing of those, I have serious concerns  
14 that somehow my son, perhaps Johnathan and  
15 Taylor perhaps were compromised and perhaps had  
16 to do things that were not in the best interest  
17 of [REDACTED], although I have a lot of  
18 thoughts on the [REDACTED] case, which we  
19 don't need to go into today. I don't know what  
20 this has to do with extortion, but I am happy to  
21 talk to you about it.

22 Q Okay.

23 A Because I don't know what happened in  
24 the Thai cave rescue. I know a lot more now  
25 about child sex trafficking than I knew then. I



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1       you testified that one act of extortion was the  
2       demand that was made upon you in September of  
3       2020 immediately prior to the filing of suit?

4           A      That was I thought consistent with  
5       extortion, yes.

6           Q      And --

7           A      It made no sense. Why would you not --

8           Q      I just need you to --

9           A      I am going to answer the question  
10       fully.

11                  That was an act of extortion, part of  
12       the extortion because the position that you all  
13       took made no sense. You weren't looking to  
14       resolve the matter. You were looking to sue it.

15           Q      And it was the crime of extortion?

16           MR. HARRISON: Object to the form.

17           THE WITNESS: I call it extortion.

18                  Whether you refer to it as a crime, it  
19       is knowing. So I guess it would fall  
20       within the category of knowing,  
21       criminal extortion. I didn't act on it  
22       in the sense of taking it to the  
23       police. Just like --

24       BY MR. BEAL:

25           Q      Okay.



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1       extortion. That is my opinion.

2   BY MR. BEAL:

3           Q    So the September demand included  
4   payment of fees on various cases?

5           A    It included a lot more than that. In  
6   fact, nobody -- you have to explain how they  
7   came up with the fees. But on top of that --

8           Q    Can you just answer the question yes or  
9   no. Did it include that or not?

10          A    I don't know. Show it to me and I will  
11   tell you what it included.

12          Q    What was the Washington Post  
13   settlement?

14                    MR. HARRISON: You are asking him  
15   the amount?

16                    MR. BEAL: Yes.

17                    MR. HARRISON: Is it confidential?

18                    THE WITNESS: It is confidential.

19   BY MR. BEAL:

20          Q    Well, everything else is sealed in this  
21   proceeding.

22          A    Not in this case.

23          Q    But it is part of our demand so.

24          A    There is no seal order in this case.

25          MR. HARRISON: Yeah, I am not



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1           A     Because they told me. Johnathan and  
2     Taylor told me they talked to them. There was  
3     this big powwow where they were all concerned  
4     about me. It was nonsense. They were making it  
5     up out of whole cloth.

6                 It is a typical psychological operation  
7     to attack the target by attacking their mental  
8     health. Study psychological operations.

9                 It just didn't work because my mental  
10    health is fine.

11           Q     Okay.

12                 Next, action, words, or series of  
13    actions that constituted extortion by the  
14    Plaintiffs leading up to this March 17th  
15    agreement besides that whole category, is there  
16    anything else?

17           A     I have told you everything in my first  
18    time I answered it. I think I have added some  
19    more specifics in.

20                 It is just this simple, they were  
21    threatening my family with their comments. They  
22    were threatening my clients with their comments.  
23    They were threatening [REDACTED] with their  
24    comments; and their comments were fake. It was  
25    false. They have admitted that themselves in



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1 MR. BEAL: Yes.

2 THE WITNESS: So you want me to  
3 look at paragraph 36.

4 BY MR. BEAL:

5 Q Can you explain the basis for your  
6 denial in paragraph 36. And I will read to you  
7 the averment in paragraph 36.

8 A Hold on. Let me have a chance to make  
9 sure I understand it.

10 MR. HARRISON: While he is reading  
11 it to the extent that any decisions  
12 about responses or denials were made by  
13 Counsel.

14 THE WITNESS: Well, I can tell you  
15 they hadn't offered any concession on  
16 the amounts previously agreed on  
17 February 17th. They had no agreement.  
18 They had no leverage. They didn't get  
19 a written agreement. They were  
20 literally at my mercy. I could have  
21 said you are only going to get quantum  
22 meruit, good luck.

23 But I made the deal in terms of  
24 coming to an agreement as to the  
25 amounts for all other things to be



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1     That was a very important distinction and Joey  
2     and Chris knew it, you knew it. The fee split  
3     payments were from L. Lin Wood, P.C. only. So  
4     Wood individually didn't agree to pay him a dime  
5     on the fee splits.

6                 Q     Okay. Can you refer over to paragraphs  
7     79 and 80, and they are related so I am just  
8     lumping them together.

9                     If you can tell me the basis for your  
10   denial there?

11                 A     79 and 80?

12                 Q     Yes.

13                 A     I don't know. I can't as I sit here  
14   why the denial was done. I know I did it in  
15   discussions with Chris.

16                 Q     Okay.

17                 A     What I can tell you is that I don't  
18   believe the numbers of subscribers on Telegram.  
19   I think they are manufactured. I don't think  
20   you can trust it, just like you can't trust  
21   receiving something from someone on Telegram  
22   because you don't know whether it is artificial  
23   intelligence or a bot or a shield or a  
24   propagandist.

25                     So I do know that I had the channel



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1     "Lin Wood Speaks Truth". I don't remember it  
2     having the Number 660,000. But at some point it  
3     did. I know it started off at 980. And down  
4     substantially from the number of subscribers he  
5     had previously while defaming Plaintiffs, I  
6     don't know if that is true or not; so I think we  
7     took the safe option of denying it.

8                 Q     Okay.

9                 A     And then the second channel, that  
10    channel was not mine. The reply channel was in  
11    the name of another individual who was going to  
12    look at the replies to be able to edit them,  
13    because people put pornography and obscene  
14    things on there. And if you don't have someone  
15    monitoring it and get them off quickly, they  
16    will use it as an excuse to close your channel.  
17    I don't remember if she was doing the channel in  
18    March of '22 or not. I haven't gone back to  
19    look.

20                 But again I do know that the channel  
21    says it is for Lin Wood followers to be able to  
22    reply to him with words of support, love and  
23    encouragement. I can't tell you why. It may  
24    just be because of the numbers. I can't tell  
25    you why it was denied. It wasn't denied in bad



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1 attorney's advice. I didn't prepare the Answer.  
2 I did it in conjunction with Chris.

3                 But I do know that I did make the  
4 statement repeatedly and not that many times,  
5 but I made it enough to put my position in a  
6 Court of public opinion that in my belief they  
7 had extorted me and attempted to extort me and  
8 that I believed 100 percent that I am right.

9                 Q      Thank you.

10                A      There is not a doubt in my mind.

11                Q      In paragraph 104 you did say that you  
12 were considering whether to pursue criminal  
13 action against the Plaintiffs?

14                A      I would have to look at the posts where  
15 that came from.

16                Q      We can do that in just a minute.

17                A      I mean I thought about it, but I just  
18 thought wait a minute, this foolishness has got  
19 to end at some point in time. So I just didn't  
20 want to take another step further. I would like  
21 to get this -- I would like to have this  
22 resolved in some way with these people, so they  
23 can go about their lives, I can go about mine;  
24 the same thing I tried to do in March 17 of  
25 2020.



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1           Q     But you believed that you have the  
2     right to pursue criminal action against the  
3     Plaintiffs?

4           A     I could go -- yeah, I believe under the  
5     facts that I could go out and sign a warrant for  
6     having them try to criminally extort me, but  
7     what is that going to do?

8           Q     So in paragraph 105 on the next page  
9     you refer to the filing a grievance against the  
10    Plaintiffs with the State Bar of Georgia.

11                 Did you in fact file a grievance or  
12    complaint with the State Bar of Georgia against  
13    any of the Plaintiffs regarding your belief --  
14    regarding extortion?

15           A     I believe so.

16           Q     What was Nicole Wade doing during all  
17    of this dispute where you believe leading up to  
18    March 17th on Taylor and Johnathan were  
19    contacting your children improperly --

20           A     I said they were talking with them. I  
21    don't know who initiated the contacts.

22           Q     But was Nicole a part of any of that in  
23    your belief?

24           A     My recollection, and I have a very  
25    vivid recollection of having Johnathan and



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1       Soliciting opinions.

2   BY MR. BEAL:

3           Q     Did you really think --

4           A     No, no --

5           Q     I am on my best behavior.

6           A     Listen, I was talking about Johnathan,  
7 Taylor, and Nicole because I wanted to make sure  
8 that the facts upon which my opinion was based  
9 were stated. That gives it complete protection  
10 under Milkevich vs. Lorraine Jones.

11          Q     Let us turn over to page 27, sorry --  
12 27, there is an insert of my Email to Chris  
13 Marquardt and Joey Burby of Alston & Byrd; and I  
14 am going to have my Melinda who has the best  
15 eyes to read it into the record because it is --

16          A     Hold on. I was just looking for the  
17 date of the Email.

18              Okay, I see it, the 28th.

19              MS. BROWN: I think it is the 26th  
20 at 9:10 p.m.

21              THE WITNESS: I think it is  
22 legible to save you the time of reading  
23 it.

24              MR. BEAL: Okay.

25   BY MR. BEAL:



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1     contingency fee received by L. Lin Wood, PC in  
2     connection with those cases.

3                 So the demand related to all of these  
4     cases, plus the [REDACTED] versus Washington Post  
5     case?

6     A     How did you come up with the figure?  
7     You didn't ask anybody what the Washington Post  
8     settled for.

9     Q     Don't ask me questions.

10                It is a simple question?

11     A     Let me answer, and I have been patient  
12    with you, Drew, this makes no sense to me, I  
13    have told you that I don't know what you are  
14    talking about.

15     Q     Okay.

16     A     Claims for defamation August of 2020.

17     Q     Okay.

18     A     That would have been I guess referring  
19    to what I said to [REDACTED] and to co-Counsel  
20    in the class action case, those were not viable  
21    claims of defamation because they were made with  
22    privilege. And you published them in your own  
23    lawsuit.

24                MR. BEAL: I am going to object.

25                Now this is the same speech we have



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1 as other issues?

2 A You said for the breach of the  
3 Settlement Agreement --

4 MR. HARRISON: Hang on. It is not  
5 a question. You are making a  
6 statement.

7 BY MR. BEAL:

8 Q Is that true or false?

9 MR. HARRISON: There you go.

10 THE WITNESS: What is the  
11 question?

12 BY MR. BEAL:

13 Q The Demand sent from my office on  
14 August 26, 2020 to your attorneys at Alston &  
15 Byrd is among other things a settlement of all  
16 of the fee splits contained in the March 17th  
17 Settlement Agreement.

18 A Are you telling me that? Because I  
19 don't know that.

20 Here is what I know, this Demand is  
21 extortion. You want me to pay you this money  
22 and then you are suing me for breach of  
23 contract. And then you are suing me for breach  
24 of contract.

25 Q So can you can you say yes or no to the



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had settled because I was always mystified why you and Drew had never asked anybody what it settled for. Because your clients were entitled under the March 17th agreement to 10 percent.

7                   So how are you making a demand on  
8 Washington Post without knowing what  
9 your clients had agreed to and were  
10 entitled to in the March 17th  
11 agreement? It makes no sense to me.  
12 That is why I think this is just  
13 another element of extortion.

14 BY MR. BEAL:

15 Q And had you ever told your clients that  
16 the Sandmann versus Washington Post case was as  
17 good as or better than the ██████████ versus CNN  
18 case?

19 MR. HARRISON: Object to the form.

20 THE WITNESS: You are talking  
21 about the [REDACTED]? You want me to  
22 tell you what I told the [REDACTED]?

23 MR. BEAL: Can you read the  
24 question back.

25 (Whereupon, the record

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1           A     I can't remember the specific statement  
2     to that effect, but it wouldn't surprise me that  
3     somewhere along the way when they were working  
4     with me that I could have said we ought to maybe  
5     do as well in Washington Post as we did in CNN;  
6     but that is just an opinion and that changed.  
7     It changed based on what the offer was and what  
8     the clients were willing to take, and what Todd  
9     wanted to do it with it. I am not going to tell  
10    you the amount, but I am going to tell you that  
11    it was significantly less than CNN.

12 BY MR. BEAL:

13           Q     So the Plaintiffs' 10 percent of that  
14    amount based on what you had told them earlier  
15    in the case, that one fee amount could have  
16    equaled over a million dollars?

17           A     No.

18           Q     Unlikely?

19           A     Unlikely.

20           Q     Okay.

21           A     I mean what you did was you pulled a  
22    number out of the air, without asking what it  
23    had settled for; and then you wanted to come  
24    back and re-settle what had already been settled  
25    and have me make demands to pay things that had



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1       were?

2           A     You know, I don't. It is kind of like  
3     when we were taking [REDACTED] deposition, and  
4     he called me a shake down lawyer. That is a  
5     phrase people use. You are extorting me. That  
6     lawyer is trying to extort me.

7           So I know that I included in this press  
8     release, which Alston & Byrd assisted in the  
9     preparation of and edited, I specifically  
10    included a statement that I was not going to be  
11    extorted by this litigation. Nobody sued me for  
12    extortion. In fact, I had every reason to  
13    believe that you all had the good sense not to,  
14    because it was protected opinion. And then you  
15    only did it whenever you filed the liable case  
16    at the same time law 65 came out.

17           MR. BEAL: Let me object.

18    BY MR. BEAL:

19           Q     The question was quite simply who were  
20    the other lawyers?

21           A     65 Project, excuse me. You know all  
22    about it.

23           Q     The question was who are the other  
24    lawyers, and you are saying you don't remember?

25           A     I would be trying to reconstruct who I



1       talked with at the time.

2           Q     Okay.

3           A     And I know that others, whether it was  
4     one or two, I know I talked with them, but not  
5     to retain them, the people I knew had law  
6     degrees; and I told them what was happening to  
7     me and there was a consensus yes, that is  
8     extortion.

9                      Extortion in the sense that if you go  
10    to anybody and start talking about these kinds  
11    of demands, it is always somebody saying I have  
12    had lawyers that are trying to extort you.

13                  MR. BEAL: I am going to object as  
14                   nonresponsive.

15                  THE WITNESS: So the answer to  
16                   your the question I know what I did  
17                   with Chris and Joey, that is two  
18                   lawyers who helped me do that  
19                   statement.

20                  I don't remember the names of any  
21                   others. I didn't go out and seek an  
22                   official opinion, if that helps.

23    BY MR. BEAL:

24            Q     Okay, thank you.

25                   And Chris and Joey never told you that



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<https://mail.google.com/mail/u/0/?ik=21b2d4a79c&view=pt&se...>

Lin 

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L. LIN WOOD, P.C.  
1180 West Peachtree Street  
Suite 2040  
Atlanta, GA 30309  
Telephone: (404) 891-1402  
Direct Dial: (404) 891-1406  
Facsimile: (404) 506-9111  
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Feb 17, 2020, at 10:13 PM, Lin Wood <lwood@linwoodlaw.com> wrote:

Agreed.

"What seems to us bitter trials are often blessings in disguise." - Oscar Wilde

L. Lin Wood  
L. LIN WOOD, P.C.  
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Atlanta, GA 30309  
Telephone: (404) 891-1402  
Direct Dial: (404) 891-1406  
Facsimile: (404) 506-9111  
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Feb 17, 2020, at 9:10 PM, Taylor Wilson <georgetaylorwilson@gmail.com> wrote:

Lin,

Thank you for the conversation we had tonight. This email will confirm our discussion and agreement regarding the following, giving us all an opportunity to forge ahead.

1) Case fees:

(a) Sandmann v. CNN: L. Lin Wood, P.C.'s ("LLW PC") share of the fee is an estimated \$~~1,387,500~~. You proposed to split the fee 50/50% between your firm and us ("us" referring to Nicole, Jonathan, and I as a



group), which is particularly generous given your commitment of \$100,000 from your portion of the fee to Todd McMurtry and his firm to help resolve his dispute with his partner.

(b) [REDACTED] v. CNN: LLW PC's share of the fee is an estimated [REDACTED] \$91,000. You proposed to split the fee 40% to LLW PC and 60% to us.

(c) [REDACTED]: LLW PC's share of the fee is an estimated [REDACTED] \$42,750. You proposed to split the fee 20% to LLW PC and 80% to us.

(d) [REDACTED] Our best belief is that LLW PC's fee will be approximately [REDACTED] \$65,000 subject to court approval. You proposed to split the fee 20% to LLW PC and 80% to us.

(e) [REDACTED] v. DIRECTV: It is unknown at this time what the ultimate fee may be, if any. You proposed to split the fee 20% to LLW PC and 80% to us.

We accepted all of your proposals, as they were extremely fair and more generous than our proposals. Additionally, as we discussed earlier with respect to [REDACTED], we agreed to split the fee 20% to LLW PC and 80% to us.

Also as discussed, Nicole, Jonathan, and I have agreed to work out the "us" fee divisions amongst ourselves. We anticipate re-activating Wade, Grunberg & Wilson LLC.

## 2) Additional issues:

We agreed to speak with Kimmy and use our best efforts to influence her as to the benefits of returning to work with you, including without limitation by describing to her how much we appreciate your willingness to work with us and how well we were able to work with you on resolving issues tonight, the positive influence you have had on her and our lives these last many years, and that you will pay her \$120,000/year if she comes back to work for LLW PC. We have arranged to speak with her as a group first thing in the morning, and I will reach out to her tonight individually.

Taylor agreed to close out the [REDACTED] v. CNN settlement and has emailed Todd McMurtry per your later request.

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<https://mail.google.com/mail/u/0/?ik=21b2d4a79c&view=pt&se...>

Jonathan agreed to handle the [REDACTED] meeting on February 19 to conclude our obligations with respect to that agreement and representation.

We will get back to you tomorrow updating you on our new contact information. Again, we very much appreciate your fairness and generosity in these discussions with us, and we appreciate more than you know all that you have taught us and the opportunities you have provided for us over the years.

Love,  
Taylor  
Jonathan &  
Nicole

Taylor Wilson  
678-787-0216

Gmail - Re: Moving Forward

<https://mail.google.com/mail/u/0/?ik=21b2d4a79c&view=pt&se...>



Nicole Jennings Wade <nicolejenningswade@gmail.com>

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## Re: Moving Forward

1 message

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**Lin Wood** <lwood@linwoodlaw.com> Tue, Feb 18, 2020 at 11:26 AM  
To: Taylor Wilson <georgetaylorwilson@gmail.com>, Jonathan Grunberg <jgrunberg@gmail.com>, Nicole Jennings Wade <nicolejenningswade@gmail.com>  
Cc: Taylor Wilson <twilson@linwoodlaw.com>, Jonathan Grunberg <jgrunberg@linwoodlaw.com>, Nicole Wade <nwade@linwoodlaw.com>, Kimmy Hart Bennett <khart@linwoodlaw.com>, Chelsea Gray <cgray@linwoodlaw.com>

All,

God does work in mysterious ways!

The offer regarding you returning to the physical office at Suite 2040 is withdrawn.

If there is anything I can do to help you in your search for office space, let me know. I remember my first office at 620 Carnegie Building in Atlanta. Wood & Moore. It was fun.

Please let me have your personal email addresses and the correct phone numbers if I need to reach out to you for any reason or on any matter.

You can reach out to me when you are ready to arrange with me the pick up of your personal office furniture.

Remember, have fun doing what you are doing!

Love you!

Lin

L. Lin Wood  
L. LIN WOOD, P.C.  
1180 West Peachtree Street  
Suite 2040  
Atlanta, GA 30309  
Telephone: (404) 891-1402  
Direct Dial: (404) 891-1406  
Facsimile: (404) 506-9111  
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Feb 18, 2020, at 3:00 AM, Lin Wood <lwood@linwoodlaw.com> wrote:

All,

I just left Taylor a voice mail message. I know it is late but God woke me from a hard sleep to write these

Gmail - Re: Moving Forward

<https://mail.google.com/mail/u/0/?ik=21b2d4a79c&view=pt&sc...>

words to you:

"God only hears our love for him through the words of our lips. God only believes our love for him through our acts and deeds toward others."

By my free will I choose to believe these words mean that you should return to work tomorrow at Wood, Wilson, Grunberg & Wade. Existence and address already announced to many. Internal battles that have now been resolved are known only to a chosen few. "Many will come, few will be chosen."

Under this proposal made known to me this early morning, we could act as follows and return immediately to serving our clients:

1. Kimmy could come by my house this morning and pick up the new key to the office door to open the office door for you.
2. As an act of faith in you, I have called Tyler and returned access to emails and Dropbox. I will discuss passwords for email so that you can establish your own password. Dropbox access will remain the same as before.
3. I could call and reinstate directory to WWGW. The door sign is already in place. I could call and have name WWGW completed for inside wall.
4. We could ALL easily return to work to promptly continue working to serve ALL of our clients. We would ALL be in close proximity to each other in the event of the foreseeable need to rely on each other.
5. We could have Patrick Norris prepare a written operating agreement that clearly defines our firm's rights, obligations, and protections under my lease and for our individual agreements on a case by case basis as well as shared office overhead (including Chelsea).
6. Each firm would then be free and able to exercise its own free will without interference from the other.
7. We would fulfill our previously announced intention to the many members of the public and clients with respect to our new arrangement. Only a few would know of the turmoil we suffered to forge our new clearly defined physical union.

Abraham LINCOLN said "United we stand, divided we fall." We ALL know that a broken heart once restored is stronger than before. We ALL can chose to believe that the process suggested to me tonight by my God will be easier for ALL of us regardless of our respective choice of faiths.

All means All. Always has. Always shall.

Let me know this morning after you speak with Kimmy whether you agree with me that it is time to get back to healing under a clear and legally binding agreement to physically work together as we put our clients interests ahead of our own. Our furniture is already in place and can remain so. It is located where we voluntarily choose to locate our hearts.

Let me know what you voluntarily choose to decide. I only urge you to choose wisely. Then we can ALL exercise our choices with discernment.

Your linwoodlaw.com e-mail accounts have been re-activated. Dropbox access too. Building access cards can be re-activated easily by Kimmy this morning. Parking passes have remained intact. 

I love you. 

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Nikki Baker

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**From:** Lin Wood <lwood@linwoodlaw.com>  
**Sent:** Saturday, February 22, 2020 9:15 PM  
**To:** Nikki Baker  
**Subject:** Fwd: Taylor, Jonathan, and Nicole

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

FYI to Todd.

L. Lin Wood  
L. LIN WOOD, P.C.  
1180 West Peachtree Street  
Suite 2040  
Atlanta, GA 30309  
Telephone: (404) 891-1402  
Direct Dial: (404) 891-1406  
Facsimile: (404) 506-9111  
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

Begin forwarded message:

**From:** Lin Wood <lwood@linwoodlaw.com>  
**Date:** February 22, 2020 at 2:42:00 AM EST  
**To:** "Todd V. McMurtry (tmcmurtry@hemmerlaw.com)" <tmcmurtry@hemmerlaw.com>  
**Subject:** Taylor, Jonathan, and Nicole

Todd,

As you can easily see from the late hour of this email, I am spending entirely too much time dealing with the foolishness of Taylor, Jonathan, and Nicole. Time I should be spending resting or dealing with important matters like D.C. and the pending and future cases for Nicholas. By separate emails, I have sent you exchanges between me and their attorney, Andy Beal which occurred earlier tonight. I know Andy Beal's law partner, Ed Buckley. Ed represented [REDACTED] and her claims against my client, [REDACTED]. Ed is a flaming liberal who would do anything to damage President Trump and the President's conservative agenda.

I can explain more to you tomorrow by phone but I would like to ask you to consider preparing a letter from you to Beal and a letter signed by [REDACTED] and [REDACTED] to you or Beal making clear that it is there express directive that no fees be paid to Taylor, Jonathan, and Nicole that exceed a quantum meruit basis regardless of any agreement I made or attempted to make to get rid of their foolishness to prevent it from harming my future efforts for [REDACTED] and others. That is, they and you should demand that on a fair and reasonable attorney hourly fee for documented fair and reasonable hours spent on the CNN

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settlement. In short, Taylor, Jonathan, and Nicole are trying to claim 50% of my fee while attempting to stick me with 75% of the outstanding liability owed on the office lease. Their greed will not be honored by any court. But their efforts to be greedy could damage me, my family, my legacy, and my clients-which include your clients, the [REDACTED] if the disputes become public. This needs to nipped on the bud and quickly so.

Would you please be willing to call me in the morning and let me give you the basic details of what is going on and exactly what I would like for you to consider doing for me and what I would like for Ted and Julie to consider doing for me which I believe will bring this foolishness to an abrupt and unhappy ending for Taylor, Jonathan, and Nicole. If they realize that they are not going to receive [REDACTED] for the CNN case, they will have NO ability to finance their frivolous claims regarding the fees in CNN and the remaining office lease liability. Worse case scenario will be that I will be authorized by the clients to hold my PC's portion of the CNN fee in my escrow account pending final resolution of the disputes between me and WGW. That alone will cut off their ability to finance and publicize their BS claims against me.

I will look forward to hearing from you and I am very much looking forward to seeing you, Kyle, and will in Greensboro on Sunday morning. I am confident we will have a meaningful and important discussion on the future handling of the salmon matters. A future which is very, very bright, but is being dimmed to a potentially large extent by the foolishness or threatened foolishness of Taylor, Jonathan, and Nicole.

I had earlier attempted to send you a more detailed email on my cell phone. It froze so I am sending this email. If I can get my phone unfrozen, I will also send you that email which will make my requests more clear to you. We mat be able to nip this in the bud by an email letter from you tomorrow (Saturday) to Beal. It would be nice to have this off the deck on or before Sunday byt Monday will still work.

Thank you, Todd.

Lin

L. Lin Wood  
L. LIN WOOD, P.C.  
1180 West Peachtree Street  
Suite 2040  
Atlanta, GA 30309  
Telephone: (404) 891-1402  
Direct Dial: (404) 891-1406  
Facsimile: (404) 506-9111  
E-Mail: [lwood@linwoodlaw.com](mailto:lwood@linwoodlaw.com)  
Website: [www.linwoodlaw.com](http://www.linwoodlaw.com)

~~CONFIDENTIAL~~  
WGW 002073

NLB000024

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This **SETTLEMENT AGREEMENT AND GENERAL RELEASE** (this "Agreement") is made and entered into this 17<sup>th</sup> day of March 2020, by and between L. Lin Wood, P.C. and L. Lin Wood (collectively, "Wood"), on the one hand, and Wade, Grunberg & Wilson, LLC, Nicole Wade, Wade Law, LLC, Jonathan Grunberg, J.D. Grunberg, LLC, Taylor Wilson, G. Taylor Wilson, LLC, and Grunberg & Wilson, LLC (collectively "WGW"), on the other (each party hereto a "Party" and all collectively, the "Parties").

**RECITALS**

WHEREAS, Nicole Wade, Jonathan Grunberg, and Taylor Wilson and Wood are lawyers who practiced law and shared office space together for several years.

WHEREAS, WGW never held any ownership interest in L. Lin Wood, P.C. (hereinafter "LLW PC") but have worked as lawyers of L. Lin Wood, P.C. on cases since 2018.

WHEREAS, the Parties have determined that it is in their mutual interest to amicably resolve disputes regarding their business affiliation, define with certainty the parties' obligations and rights regarding cases on which they have been or are presently working together on a case-by-case basis, and to terminate their shared office space arrangement.

WHEREAS, the Parties have agreed to compromise and resolve all claims and controversies now existing between them, and each of the Parties enters into this Agreement to memorialize its understanding and agreement with respect to such compromise and resolution.

NOW, THEREFORE, in consideration of the foregoing, and the respective agreements, warranties and covenants contained herein, the Parties hereto agree, covenant and warrant as follows:

1. Fee Split for Legal Work.

A. LLW PC shall pay to WGW a portion of its fees for the following cases as set forth herein (or, as applicable, WGW will pay a portion of fees to LLW PC), subject to the offset for lease expenses described in Section 2 below:

- i. [REDACTED] v. CNN: \$54,999.99 from the LLW PC fee, and the parties acknowledge that [REDACTED] was and is the client of LLW PC.
- ii. [REDACTED]: \$34,200.00 from the LLW PC fee, and the parties acknowledge that [REDACTED] was and is the client of LLW PC.
- iii. [REDACTED] v. CNN: \$11,750.00 of the LLW PC court-approved fee, and the parties acknowledge that The [REDACTED] Family (including [REDACTED] and [REDACTED]) was and is the client of LLW PC.

Wood Initials: 

WGW Initials: 

WGW 002296



iv. [REDACTED]: 20% of the court-approved fee will be paid to LLW PC (80% of the court-approved fee will be paid to WGW), and the parties acknowledge [REDACTED] was and is the client of WGW.

v. [REDACTED] v. *DirectTV*: 20% of the court-approved fee will be paid to LLW PC (80% of the court-approved fee will be paid to WGW), LLW PC will timely reimburse WGW for 20% of reasonable expenses incurred, and the parties acknowledge [REDACTED] was and is the client of WGW.

vi. [REDACTED] 20% of the court-approved fee will be paid to LLW PC (80% of the court-approved fee will be paid to WGW), LLW PC will timely reimburse WGW for 50% of reasonable expenses incurred, and the parties acknowledge [REDACTED] was and is the client of WGW.

B. LLW PC shall pay the stated portion of said fees for the three settled cases – i.e., the ones described in (i), (ii), and (iii) above – to WGW, minus the lease amount referenced in Section 2 below, within 72 hours of LLW PC's receipt of its portion of the fees from the [REDACTED] v. *CNN* settlement, said payment to be made via wire transfer to WGW at Iberiabank, 200 West Congress Street, Lafayette, LA, 70501, Routing # [REDACTED], Account # [REDACTED]. In the highly unlikely event that the Court approves the settlement but lowers the fee amount paid to LLW PC for that [REDACTED] v. *CNN* case, the parties will make a corresponding adjustment to the amount set forth in subpart (iii) above.

C. WGW shall pay the stated portion of said fees for the three cases that have not yet settled – i.e., the ones described in (iv), (v), and (vi) above – to LLW PC within 72 hours of WGW's receipt of its portion of any fees from such cases. With respect to those three cases, each Party will be reimbursed for expenses he or it had incurred as of the date of this Agreement on a dollar-for-dollar basis if and when a recovery is had.

D. With respect to the pending [REDACTED] v. *Washington Post* and [REDACTED] v. *NBCUniversal* cases, LLW PC shall pay to WGW and its members 10% of LLW PC's contractual portion of any contingent fee received by LLW PC in connection with those cases. Any such payments shall be made within 72 hours of LLW PC's receipt of its portion of the fees from those cases. With respect to those two cases, the Parties acknowledge that The [REDACTED] Family (including [REDACTED]) was and is the client of LLW PC. Except as expressly described in this Agreement, WGW and its members shall make no claim for any case in which LLW PC was and is the attorney for its client, The [REDACTED] Family (including [REDACTED]). The Parties acknowledge and agree that WGW and its members have no claim, and make no claim, of entitlement to fees for any other matter, pending or otherwise, in which The [REDACTED] Family (including [REDACTED]) is the client of LLW PC.

E. With respect to the hourly fee client, the Estate of [REDACTED], Inc. ("[REDACTED"]"), the Parties recognize that [REDACTED] was and is the client of WGW. [REDACTED]

currently owes approximately \$188,503 in overdue bills to LLW PC. The Parties agree to cooperate in attempting to recover these fees, and in the event of any such recovery, payments will be allocated first to expenses owed to LLW PC, if any, and the remainder split 80% to WGW and 20% to LLW PC.

F. With respect to other hourly fee clients, the Parties agree that those hourly billable matters brought to LLW PC by Nicole Wade, Jonathan Grunberg, or Taylor Wilson were and are clients of WGW, and that LLW PC will cooperate in providing any information or documents for those clients to WGW. The Parties agree that those hourly billable matters brought to LLW PC by Wood were and are clients of LLW PC. The Parties agree that, except as set forth herein and in Section 1(E), no further amounts will be due to either side with respect to any hourly fee billable matters.

2. Office Lease.

A. WGW shall pay to LLW PC the amount of \$285,000.00 in full satisfaction of any obligations WGW may have, or be alleged to have, under the lease agreement with PR II Regions Plaza, LLC for Suite 2040 at Regions Plaza (the "Lease"). This amount shall be deducted from the payment by LLW PC to WGW referenced in Section 1(B) above. Thus, the total payment required by Section 1(B) shall be in the total amount of \$647,949.99.

B. WGW (which, as noted above, includes its members in their individual capacities and their respective LLCs) shall have no further obligation or liability under the Lease. LLW PC will take all necessary steps to remove the names of WGW members from the Lease and/or to ensure that they have no obligation for further Lease payments, including if possible obtaining a release from PR II Regions Plaza, LLC of WGW or, if such release cannot be obtained, LLW PC and L. Lin Wood, individually, shall agree to indemnify WGW against any claims by PR II Regions Plaza, LLC, or any affiliate, subsidiary, related party, or assignee, relating to the Lease.

3. Non-Disparagement. LLW PC and L. Lin Wood, individually, agree not to disparage WGW. This agreement is not to be construed to imply or suggest that LLW PC and/or L. Lin Wood has disparaged WGW or its members prior to the date of this Agreement. Nothing in this provision prevents the Parties from providing truthful information about each other and its members in response to a court order or subpoena, or during any federal, state, or local governmental body investigation or proceeding. LLW PC and L. Lin Wood, individually, do not seek in this Agreement any legal protection regarding any future disparagement of LLW PC and L. Lin Wood, individually, but shall address any future false and defamatory statements by WGW and its members about LLW PC and L. Lin Wood, individually, on a case-by-case basis as provided by law.

4. Mutual General Release.

A. *Release by Wood.* LLW PC and L. Lin Wood, individually, hereby irrevocably and unconditionally forever release and discharge WGW (as defined above), and their heirs, executors, administrators and assigns, and their attorneys and representatives, and

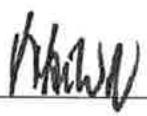
waive any and all rights with respect to, all manner of actual or potential claims, actions, causes of action, suits, judgments, rights, demands, debts, damages or accountings of whatever nature, legal, equitable or administrative, whether the same are now known or unknown, which LLW PC and L. Lin Wood, individually, ever had, now have or may claim to have, upon or by reason of any acts or omissions of WGW or its members up to the effective date of this Agreement, including but not limited to all claims and liabilities arising from any acts, omissions, cases, or business relationships that have occurred or commenced, or allegedly have occurred or commenced, prior to the date that this Agreement is signed. This is a general release of all such claims.

- B. *Release by WGW.* Nicole Wade, Jonathan Grunberg, and Taylor Wilson, and Wade, Grunberg & Wilson, LLC, for themselves and itself, hereby irrevocably and unconditionally forever release and discharge LLW PC and L. Lin Wood, individually, and their heirs, executors, administrators and assigns, and their attorneys and representatives, and waive any and all rights with respect to, all manner of actual or potential claims, actions, causes of action, suits, judgments, rights, demands, debts, damages or accountings of whatever nature, legal, equitable or administrative, whether the same are now known or unknown, which WGW and its members ever had, now have or may claim to have, upon or by reason of any acts or omissions of LLW PC and L. Lin Wood, individually, up to the effective date of this Agreement, including but not limited to all claims and liabilities arising from any acts, omissions, cases, or business relationships that have occurred or commenced, or allegedly have occurred or commenced, prior to the date that this Agreement is signed. This is a general release of all such claims.
- C. The Parties hereby absolutely, unconditionally and irrevocably, covenant and agree with and in favor of each other Party that they shall not sue (at law, in equity, in any regulatory proceeding or otherwise), or maintain any suit against, any Party released above on the basis of any claim released, remised and discharged above.
- D. The Parties understand, acknowledge and agree that the releases set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such releases.
- E. The Parties agree that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.
- F. Notwithstanding anything to the contrary in this Section 4 and in this Agreement, the Parties acknowledge and agree that any actions necessary to enforce the terms of this Agreement are not released or barred. Further, the Parties acknowledge and agree that any claims or actions necessary to invoke any defenses and/or insurance protections against any claims for malpractice are not released or barred.

5. No Further Money Owed. The Parties acknowledge and agree that, except as set forth expressly in Section 1 of this Agreement, there is no further money owed by LLW PC and/or L. Lin Wood, individually, to WGW and/or its members, or by WGW and/or its members to LLW PC and L. Lin Wood, individually.
6. Miscellaneous Provisions.
  - A. Applicable Law. This Agreement shall be construed and governed by the laws of the State of Georgia, irrespective of its choice of law rules. The Parties consent to jurisdiction and venue in Georgia in any action brought to enforce the terms of this Agreement.
  - B. Jointly Drafted. The Parties and their respective counsel mutually contributed to the preparation of, and have had the opportunity to review and revise, this Agreement. Accordingly, no provision of this Agreement shall be construed against any Party because that Party, or its counsel, drafted the provision. This Agreement and all of its terms shall be construed equally as to each Party.
  - C. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the subject matter hereof, integrates all the terms and conditions mentioned or incidental to this Agreement, and supersedes all prior negotiations or writings. No modification or waiver of any provisions of this Agreement shall be valid unless in writing and signed by all parties hereto.
  - D. Counterparts. This Agreement may be executed in counterparts, each of which may be enforceable as an original, but all of which taken together shall constitute but one agreement. Electronic execution and delivery of this Agreement by a Party shall constitute legal, valid and binding execution and delivery of this Agreement.
  - E. Fees and Costs. Each Party shall bear his, her, or its own costs and attorneys' fees.
  - F. Acknowledgments and Competency. The Parties represent that they have read and understand the provisions of this Agreement; that they are entering into this Agreement knowingly and voluntarily; and that they sought the advice of counsel prior to executing this Agreement. The Parties further agree that, upon information and belief, each Party to this Agreement is mentally and physically competent in all respects, including their ability to enter into this Agreement and any and all prior agreements which formed the basis in whole or in part for certain disputes between the parties which have been resolved by this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Settlement Agreement and Release as of the day and year written above.

**L. Lin Wood, P.C.**

By: L. LIN WOOD 

Name: L. LIN WOOD

Title: PRESIDENT



**L. Lin Wood**

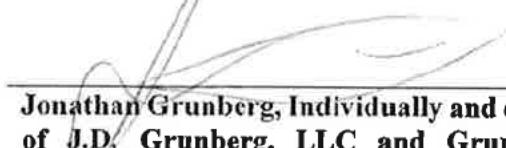
**WADE, GRUNBERG & WILSON, LLC**

By: 

Name: Nicole Wade

Title: Member

  
**Nicole Wade, Individually and on behalf of  
Wade Law, LLC**

  
**Jonathan Grunberg, Individually and on behalf  
of J.D. Grunberg, LLC and Grunberg &  
Wilson, LLC**

  
**Taylor Wilson, Individually and on behalf of G.  
Taylor Wilson, LLC and Grunberg & Wilson,  
LLC**

# ALSTON & BIRD

One Atlantic Center  
1201 West Peachtree Street  
Atlanta, GA 30309-3424  
404-881-7000 | Fax: 404-881-7777

Christopher C. Marquardt

Direct Dial: 404-881-7827

Email: chris.marquardt@alston.com

July 24, 2020

**VIA EMAIL**

Andrew M. Beal, Esq.  
Buckley Beal  
600 Peachtree Street, N.E.  
Suite 3900,  
Atlanta, GA 30308

Dear Drew:

I hope you and your family remain safe and well in these pandemic days.

The settlement agreement between our respective clients provides that LLW PC shall pay to WGW a portion of its fees earned in three settled cases ([REDACTED] v. CNN, [REDACTED] and [REDACTED] v. CNN) and two other pending cases ([REDACTED] v. Washington Post and [REDACTED] v. NBCUniversal).

The fee splits for these cases require client consent in order to comply with Georgia Rule of Professional Conduct 1.5(e). LLW PC has therefore requested that each of the clients in question provide their consent to the fee splits. The clients in the [REDACTED] and [REDACTED] cases have consented, but we have just learned that the client in the [REDACTED] cases ([REDACTED], who is now 18 years old) has declined to consent and indicated he will only approve payment of a quantum meruit fee to WGW. Accordingly, please provide LLW PC with documentation of the services rendered by WGW in the three [REDACTED] cases (including contemporaneous time records) and a proposed fee based on the total hours worked so that it may be presented to [REDACTED] for his review and approval. Or if you prefer, you may send the information to Todd McMurtry, who also represents [REDACTED] and has been the primary point of contact on this issue.

Without client consent, the fee splits pertaining to the [REDACTED] cases in the settlement agreement are void. The other provisions of the agreement remain valid, however, and LLW PC intends to honor them and expects for WGW to do the same. Accordingly, LLW PC plans to pay WGW the agreed-upon portion of its fees for the [REDACTED] and [REDACTED] cases, which together total \$89,199.99. WGW agreed in the settlement agreement to pay LLW PC \$285,000.00 in full satisfaction of their obligations under the lease agreement

Andrew M. Beal, Esq.

Page 2

with PR II Regions Plaza, LLC. When the \$89,199.99 owed by LLW PC for the [REDACTED] and [REDACTED] cases is deducted from the \$285,000.00 owed by WGW for the lease, there remains a balance due to LLW PC of \$195,800.01. Once [REDACTED] approves a quantum meruit fee to WGW for all three [REDACTED] cases, LLW PC will pay that amount to WGW after first deducting the \$195,800.01 that WGW owes to LLW PC.

If you have questions, please feel free to contact me.

Sincerely yours,

*/s/ Christopher C. Marquardt*

Christopher C. Marquardt

CCM:jh

cc: Joey Burby

LEGAL02/39930786v1